## **EXHIBIT 1**

From: <u>Luke Nelson</u>

To: <u>srand-lewis@randandrand-lewisplcs.com</u>

Cc: <u>John Edson</u>

**Subject:** Stipulation re Damages (Lawler v. Allstate et al.)

**Date:** Monday, March 25, 2024 11:37:01 AM

Attachments: Lawler - Stipulation to Remand 4891-3538-5265 v.1.docx

## Good morning Suzanne,

My name is Luke Nelson. I am working with John Edson on the Lawler v. Allstate et al. case. Will plaintiffs stipulate that their damages, inclusive of fees and costs, do not exceed \$75,000 and they will not seek to recover an amount over \$75,000 from defendants? In exchange, defendants will agree to remand this case to state court. Please let me know no later than 5:00 p.m. on Wednesday, March 27 whether you are agreeable to this.

I have attached a stipulation for your review. If you do not have any proposed changes, please sign and return it so that I may file it with the court.

Thank you,

Luke

Luke Nelson | Associate +1 619-338-6677 | direct LNelson@sheppardmullin.com | Bio

## **SheppardMullin**

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8	Attorneys for Allstate Insurance Company, John Alsop Insurance Agency, and Eric Alsop			
	and Enc Alsop			
10	UNITED STATES DISTRICT COURT			
11   12	CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION			
13				
13	MONIQUE LAWLER, DARYL LAWLER,	Case No. 2:24-cv-	01442-AB-SK	
15	Plaintiffs,	Hon. André Birott Courtroom 7B	e Jr.	
	ŕ	·	TO DEMAND CASE	
16   17	V.	TO STATE COU PLAINTIFFS' D	TO REMAND CASE URT AND LIMIT	
18	ALLSTATE INSURANCE COMPANY, JOHN ALSOP INSURANCE AGENCY, ERIC			
19	ALSOP, DOES 1 through 100,	Trial Date:	January 26, 2024 TBD	
20	Defendants.			
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_0			Exhibit 1	

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("Allstate"), John Alsop Insurance Agency, and Eric Alsop (collectively,

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## **STIPULATION**

Lawler ("Plaintiffs") on the one hand, and defendants Allstate Insurance Company

"Defendants") on the other, by and through their counsel of record, with respect to

This Stipulation is entered into by and between plaintiffs Monique and Daryl

WHEREAS, on January 26, 2024, Plaintiffs filed a complaint in the Superior

Court of California for the County of Los Angeles, entitled Monique Lawler, et al. v.

Allstate Insurance Company, et al., Case No. 24STCV02095 (the "state court

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the following:

action");

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WHEREAS, on February 22, 2024, Allstate removed the state court action to the United States District Court for the Central District of California, Case No. 2:24cv-01442-AB-SK (the "District Court"); WHEREAS, on March 22, 2024, Plaintiffs filed an Application for an order to remand this matter back to the state court, arguing, among other things, that the amount in controversy does not exceed \$75,000 (Dkt. 15); WHEREAS, as a condition to Defendants agreeing to remand this matter to

WHEREAS, counsel for the parties agree, represent and warrant that they have full client authority to enter into this Stipulation and that lack of consent will never be raised as a defense to the enforceability of this agreement.

state court, Plaintiffs agree that they will not seek, and agree they cannot recover,

more than \$75,000 in total damages, inclusive of fees and costs, from Defendants;

NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

Defendants agree that the District Court may remand this matter 1. back to the Superior Court of California for the County of Los Angeles for further proceedings;

Exhibit 1

1	2. Defendants shall not seek to remove the action back to the		
2	District Court;		
3	3. Plaintiffs agree that they will not seek, and agree they cannot		
4	recover, more than \$75,000 in total damages, inclusive of fees and costs, from		
5	Defendants; and		
6	4. Plaintiffs' Application shall go off calendar and need not be		
7	considered by the District Court.		
8	IT IS SO STIPULATED.		
9	Dated: March, 2024		
10	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
11	$\mathbf{D}_{\mathbf{v}}$		
12	By JOHN D. EDSON		
13	Attorneys for Defendants		
14	ALLSTATE INSURANCE COMPANY,		
15	JOHN ALSOP INSURANCE AGENCY, ERIC ALSOP		
16	Dated: March , 2024		
17			
18	Gary Rand & Suzanne E. Rand-Lewis PLC		
19	By		
20	SUZANNE E. RAND-LEWIS Attorneys for Plaintiffs		
21	MONIQUE LAWLER,		
22	DARYL LAWLER		
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20	Exhibit 1		
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STIPULATION TO REMAND AND LIMIT DAMAGES

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